

R13-126
MEMORANDUM OF UNDERSTANDING
TO TRANSFER SPECIFIC RADIO EQUIPMENT
PURCHASED FOR THE 700 MHz CONVERSION

This document constitutes a Memorandum of Understanding ("MOU") entered into by and between the County of Camden, a body politic and corporate of the State of New Jersey and the Borough of Merchantville, located at 1 W. Maple Avenue, Merchantville, New Jersey. The date of execution of this MOU is the 18th day of November, 2013.

WHEREAS, the County of Camden (Department of Public Safety and Juvenile Justice, Division of Communications), hereinafter, (the "County") has procured by public bid certain public safety radio communications equipment (mobile, portable, and base station radios) for the purpose of interfacing with the new Camden County Communications Center 700 MHz radio system, (the "System"); and

WHEREAS, the County will transfer the ownership of the public safety radio communications equipment (mobile, portable, and base station radios) to the various accepting municipal police departments, ("Police Entity") for use with the new System and

WHEREAS, the Borough of Merchantville, (hereinafter, "Receiving Entity"), shall receive certain equipment as a Police Entity pursuant to the terms of the within MOU; and

WHEREAS, the County will be responsible for the installation of mobile and base station radios in the appropriate and authorized vehicles and headquarters of the Receiving Entity; and

WHEREAS, the Receiving Entity will be responsible for maintaining and servicing as may be needed, its designated public safety radio communications equipment (hereinafter "Equipment") through a two-year warranty period provided by Motorola; said warranty to be transferred from the County to the Receiving Entity pursuant to a warranty transfer agreement by and between the County of Camden and Motorola; and

WHEREAS, the County and the Receiving Entity agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of a Memorandum of Understanding in order to ensure appropriate and optimum use of the Equipment and to set forth the rights, duties, and obligations between the parties hereto; and

WHEREAS, pursuant to Resolution adopted November 18, 2013, the Camden County Board of Chosen Freeholders have authorized the execution of this MOU, now, therefore,

In consideration of the mutual promises contained herein, the parties to this MOU hereby agree as follows:

1. TERM:

The term of this MOU shall be for a period of two (2) years commencing upon delivery to and acceptance of the Equipment by the Receiving Entity located at the address listed herein above.

2. RESPONSIBILITIES OF THE PARTIES

COUNTY:

a. The County shall supply, deliver, install and program the public safety radio communications equipment (the "Equipment") as identified in Appendix A of this MOU for use by the Receiving Entity for the purpose of public safety communications within Camden County and the Camden County Communications Center during emergency incidents, training exercises, and for other appropriate and authorized circumstances.

b. Supply, delivery, installation and programming of the Equipment (mobile, portable, and/or base station radios, as the case may be) shall be at no cost to the Receiving Entity and all costs associated with the supply, delivery, installation and programming of the Equipment shall be borne by the County.

c. The programming of any additional Equipment not provided by the County and purchased by the Receiving Entity shall be performed by the Department of Public Safety and Juvenile Justice, Division of Communications, in order for the Equipment to properly function on the County's public safety radio communications system.

d. The County reserves the right to remove or electronically disable the Equipment in the case of misuse by the Receiving Entity.

RECEIVING ENTITY:

a. Upon delivery and acceptance of the Equipment, the Receiving Entity shall be solely responsible for all maintenance, repair, and/or replacement of the Equipment.

b. The Receiving Entity shall use and maintain the Equipment for its intended purpose as described herein.

c. The cost for insuring the Equipment provided by the County shall be the responsibility of the Receiving Entity.

d. While utilizing the Equipment provided in accordance with the terms of this MOU, the Receiving Entity shall adhere to all Department of Public Safety and Juvenile Justice,

Division of Communications, policies and procedures enacted for the County's public safety radio communications system.

e. The Receiving Entity shall maintain the Equipment provided by the County through a two-year warranty from Motorola which was purchased by the County. Said warranty shall be provided to the Receiving Entity pursuant to a Warranty Transfer agreement entered into by and between the County of Camden and Motorola.

f. The Receiving Entity will be responsible for the cost of any modifications it desires to make to the Equipment and shall be required to confirm with Motorola prior to making any modifications, that said modifications shall not be a cause for breach of the Equipment Warranty.

g. The Receiving Entity acknowledges that any misuse of the Equipment will result in the forfeit of ownership of the Equipment and the Equipment shall be returned to the County.

h. In the event that the Receiving Entity discontinues providing its current service to its municipality or area of service in the County, the Equipment shall become the property of the County and be returned to the Department of Public Safety and Juvenile Justice, Division of Communications within 30 days of the discontinuation of services; said removal of equipment shall be conducted by agents of the County's Department of Public Safety and Juvenile Justice, Division of Communications.

i. The Receiving Entity is accepting the equipment on a "as is, where is" basis and shall be responsible for any and all maintenance, repairs or replacement of the equipment that may be required.

3. PROHIBITION AGAINST TRANSFER OF EQUIPMENT

It is specifically understood that the Equipment delivered and accepted by the Receiving Entity contains proprietary, encrypted software of a highly sensitive and secure nature to be used for law enforcement purposes and the Equipment shall be used solely by the Receiving Entity for the purpose intended by this MOU. The Equipment shall not be transferred, traded, substituted, loaned, leased, sold, given or donated by the Receiving Entity to any fire department, ambulance or rescue squad, governmental unit, private person, company, corporation, or non-profit entity, (excepting other law enforcement entities) or otherwise

disposed of by the Receiving Entity without the express written consent of the County.

APPROVED:

ATTEST:

Frank M. North
MAYOR

Denise L. Brouse
BOROUGH CLERK

November 18, 2013

ATTEST:

COUNTY OF CAMDEN

MARIANNE DIPIERO, CLERK
BOARD OF CHOSEN FREEHOLDERS

ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

WITNESS:

Borough of Merchantville

Wayne K. Bauer
Chief of Police

File No.: 4522

MOU – police equip trans agt.
Res. Auth. 11-8-13